

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BENNY CHEUNG and GUANGYING
CHEUNG,

Plaintiffs,

vs.

ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY,

Defendant

Case No.: 2:22-cv-01174 TSZ

STIPULATED MOTION AND ORDER
GRANTING LEAVE TO AMEND
COMPLAINT

Note on Motion Calendar: June 13, 2023

The parties are in agreement that, pursuant to Fed. R. Civ. P. 15(a)(2), the plaintiffs should be granted leave to amend the Complaint. The parties respectfully request that the Court grant the parties' stipulated motion.

In compliance with LCR 15, a version of the proposed First Amended Complaint is attached.

IT IS SO STIPULATED this 13th day of June 2023.

LAW OFFICES OF NEAL BONRUD
PLLC

FOX ROTHSCHILD LLP

By s/Neal E. Bonrud Jr.

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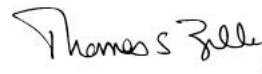
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Pursuant to the parties' above stipulation and Fed. R. Civ. P. 15(a)(2), the Motion for Leave to Amend Complaint for Damages (Dkt. 14) is HEREBY GRANTED. The plaintiffs are granted leave to file the First Amended Complaint.

It is so ordered.

Dated this 14th day of June, 2023.



Hon. Thomas S. Zilly
United States District Judge

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury under the laws of the State of Washington that I have served a true and correct copy, except where noted, of the foregoing upon the individual(s) listed by the following means:

Defendant's Counsel: Gavin W. Skok Bryan J. Case Yara AlHowar Jonathan P. Heyl Fox Rothschild LLP 1001 Fourth Avenue, Suite 4500 Seattle, WA 98154	<input type="checkbox"/> U.S. Postal Service (First Class) <input type="checkbox"/> Facsimile to <input type="checkbox"/> _____ Express Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> E-Mail <input checked="" type="checkbox"/> E-service via the Court

DATED June 13, 2023.By: s/Neal E. Bonrud Jr.Name: Neal E. Bonrud Jr.Title: Attorney

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FIRST AMENDED COMPLAINT

Plaintiffs Benny Cheung and Guangying Cheung, through Neal E. Bonrud Jr., of the Law
Offices of Neal Bonrud PLLC, for their first amended complaint state and allege as follows:

I. PARTIES

1. Plaintiffs are citizens and residents of Skagit County in the State of Washington.
2. Defendant Allstate Vehicle and Property Insurance Company, upon information and belief, is
a foreign corporation doing business in Skagit County in the State of Washington.

II. BASIS FOR JURISDICTION

3. Plaintiffs insured their home located at 22270 Bulson Road, Mount Vernon, WA 98274 with Allstate Vehicle and Property Insurance Company.
4. Plaintiffs are currently residents and citizens of Washington state.
5. Allstate Vehicle and Property Insurance Company is incorporated in Delaware and its primary place of business is the state of Illinois.
6. The amount of damage to Plaintiffs' home exceeds \$75, 000 therefore, the amount in controversy exceeds \$75,000, not counting interest and costs of court.
7. The Court has jurisdiction over the parties under 28 U.S.C. §1332 because the Plaintiffs are citizens of Washington and the Defendant is a citizen of another state and the amount at stake is more than \$75,000.

III. FACTUAL ALLEGATIONS

8. Allstate Vehicle and Property Insurance Company ("Allstate") issued an insurance policy ("policy") to Plaintiffs providing property damage coverage for their home.
9. On or about November 20, 2021, Plaintiffs' home suffered damage due to a theft of property from the home and outbuildings.
10. Plaintiffs filed a claim with Allstate for the property damage to their home.
11. Allstate refused to pay amounts due and owing for the loss.
12. Allstate failed to acknowledge and act reasonably promptly in response to the claim filed by Plaintiffs.
13. Allstate failed to properly and fully investigate the claim.

- 1 14. Allstate failed to implement reasonable standards for the prompt investigation and payment
2 of claims arising under the policy.
- 3 15. Allstate unreasonably failed to pay the amount due and owing under the policy.
- 4 16. Allstate failed to implement reasonable standards for the processing and payment of the
5 claim by Plaintiffs arising under the policy.
- 6 17. By refusing to pay the benefits due to Plaintiffs for the claim, Allstate has forced Plaintiffs to
7 incur the costs of litigation to recover the monies owed under the insurance policy.
- 8 18. Allstate has no reasonable basis in the insurance policy or law for its failure to pay benefits
9 due and owing under the insurance policy to Plaintiffs.
- 10 19. Allstate failed to provide a prompt reasonable explanation of the basis in the insurance policy
11 or law for the refusal to pay benefits due and owing to Plaintiffs.
- 12 20. On October 5, 2022, Plaintiffs sent notice pursuant to RCW 48.30.015(8)(a) to Allstate and
13 the Washington State Office of the Insurance commissioner that they were making a claim
14 against Allstate for violation of the Insurance Fair Conduct Act (RCW 48.30.015).

18 IV. CLAIMS

19 Plaintiffs assert the following claims against Allstate:

- 20 21. Breach of the contract.
- 21 22. Violations of the Washington Consumer Protection Act (CPA), RCW 19.86, including: (i)
22 generally through Allstate's unfair and deceptive acts or practices which have injured
23 plaintiff; (ii) on a per se basis through violation of provisions of the Washington
24 Administrative Code (WAC) 284-30; and (iii) on a per se basis through engaging in
25 insurance bad faith.
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27
28

23. Insurance bad faith.

24. Negligence.

25. ~~Plaintiffs reserve claims under Washington's Insurance Fair Conduct Act, RCW 48.30.015,~~
~~pending issuance of notice thereunder.~~ Violations of the Washington Insurance Fair Conduct
Act, RCW 48.30.015.

V. REQUEST FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment against Allstate as follows:

- A. Damages in an amount to be proven at trial;
- B. Exemplary damages and attorney fees under the Washington State Consumer Protection Act (RCW 19.86);
- C. Exemplary damages and attorney fees under the Washington Insurance Fair Conduct Act (RCW 48.30.015);
- D. Plaintiff's costs, disbursements, and pre-judgment and post-judgment interest;
- E. Attorney fees and costs and disbursements as allowed at law; and
- F. Such other and further relief as is just and equitable.

Dated this June 8, 2023

Law Offices of Neal Bonrud PLLC

By: s/ Neal E. Bonrud Jr.

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